

Hawaiian Gazette Supplement, August 31, 1881

Circuit Court—Third Judicial Circuit.

Report of the cases called and disposed of, at the special Term of the Circuit Court of the Third Judicial Circuit, began and holden at Hilo on Thursday, August 18th, 1881.

Hon. L. McCully, Justice of the Supreme Court presiding, with Lyman, J.

Edward Preston, Esq., Prosecuting Attorney on behalf of His Ex. H. A. P. Carter, Attorney General, W. L. Wilcox, Interpreter.

Rex vs. Kalua.—Forgery. From Waimea Term. *Nolle prosequi*, entered.

Rex vs. Kahu.—Opium in possession. *Nolle prosequi*, entered.

Rex vs. Kaseemoku.—Drunkenness. On appeal from District Court in Kau. Appeal dismissed.

Rex vs. Enoka.—Perjury. Committed from Kau. Continued to November Term, Waimea.

Rex vs. Boy William.—Assault with a deadly weapon. Committed from Kau. Verdict, guilty. O. T. Shipman for defendant.

Rex vs. Kikana.—Malicious Injury. Committed from Kau. *Nolle prosequi*, entered.

Rex vs. Hula.—Larceny in the third degree. Appeal from Kau. Appeal dismissed. Sentence below to stand.

Rex vs. Kapo.—Furnishing intoxicating liquor to Native Hawaiians. Continued to Waimea Term.

Rex vs. Kahopukahi.—Burglary. Committed from Hilo. Continued to Waimea.

Rex vs. Kelikoa.—Abduction. From Kau. *Nolle prosequi*, entered.

Rex vs. Wiliko Kannamano.—Burglary. From District Court of Hamakua. Continued to November Term.

Rex vs. Hula.—Furnishing intoxicating liquor to Hawaiians. Appeal from District Court of Kau. Appeal dismissed, fine below confirmed.

Rex vs. Kaomoo.—Manslaughter. From Police Court of Hilo. Continued to November Term.

Rex vs. Kahookaumaha, w., and Kumakaha, k.—Adultery. Appeal from Kau. Verdict, guilty. Kupahu and Aholo for defendant.

Rex vs. Kabelelani and Maihul.—Conspiracy. From Police Court of Hilo. Maihul plead guilty, *nolle prosequi*, entered as to Kabelelani.

Rex vs. Puanuku.—House-breaking. Plead, guilty. District Court of Kohala.

Rex vs. Makakoa.—Robbery. Verdict, not guilty. J. H. Nawahi for defendant. (This man has been arrested and tried on this and similar charges several times, and has always been discharged.)

Rex vs. Ioane.—Abduction. From Kau. *Nolle prosequi*, entered.

Rex vs. Ku.—Larceny. From Hamakua. Verdict, not guilty. J. H. Nawahi for defendant.

Rex vs. Kale.—Larceny of animals. Verdict, guilty. Kaunamano for defendant.

Rex vs. Kumakaha, Ku, and Kaaha, w.—Abduction of a married woman. From Kau. *Nolle prosequi*, entered.

Rex vs. Moi.—Gross cheat. *Nolle prosequi*, entered.

Rex vs. Uluolu and Kamikina.—Forgery. From Kau. Continued to November Term.

Rex vs. Kahaku.—Larceny. Verdict, not guilty. J. H. Nawahi for defendant.

Rex vs. Kapalikapo w.—Burglary. From Puna. *Nolle prosequi*, entered. (This woman in looking for a recent husband opened a closed door, which the Attorney General did not consider burglary.)

Rex vs. Kale.—Larceny. From Hamakua. Verdict, guilty. Kaunamano for defendant.

Rex vs. Koli.—Receiving stolen goods. Verdict, guilty. A. S. Hartwell for defendant. Exceptions taken to Supreme Court.

Rex vs. Kom Ku Sing.—Selling liquor without license. Bail forfeited. A. S. Hartwell for defendant.

Rex vs. O. G. Cox.—Embezzlement. *Nolle prosequi*, entered.

Rex vs. Aiona.—Embezzlement. Plead, guilty.

Rex vs. Ache.—Selling liquor without a license. Verdict, guilty. Castle & Hatch for defendant.

Rex vs. Harry More.—Gross cheat. Continued to Waimea.

Rex vs. A. Buchanan.—Rape. *Nolle prosequi*, entered.

Rex vs. Men On, ch.—Possession of opium. *Nolle prosequi*, entered.

Rex vs. Swain & Lewis.—Furnishing intoxicating liquor to Native Hawaiians. Appeal from Police Court of Hilo. Motion of counsel for the defendant that the jury be directed to render a verdict for defendants, on ground that the nationality of the drinkers was not proved. Motion granted and prisoners discharged. Castle & Hatch for defendants.

Rex vs. Chung Pen.—Subornation of perjury. *Nolle prosequi*, entered.

Rex vs. Ah Ti Ong.—Malicious Assault on girl under ten years old. Verdict of guilty. Castle & Hatch for defendant.

Rex vs. Appleton.—Selling liquor without a license. *Nolle prosequi*, entered.

Rex vs. Appleton.—Furnishing intoxicating liquor to Native Hawaiians. Appeal from Waimea. Appeal withdrawn, and fine paid. A. S. Hartwell for defendant.

Rex vs. Akoi.—Possession of opium. Fine paid. Appeal withdrawn.

Rex vs. William Meyers.—Assault with deadly weapon. Verdict guilty, and at same time defendant publicly discharged from police force, by the Justice presiding. Castle & Hatch for defendant.

Rex vs. Manuhuna.—Perjury. From Kau. Continued to November Term.

Rex vs. Men On.—Possession of opium. *Nolle prosequi*, entered.

Rex vs. O. T. Fox.—Forgery and uttering. Verdict, not guilty. Castle & Hatch for defendant.

CIVIL CALENDAR.

Keelikolani vs. Kaiwi.—Case under Master and Servant Act. Appeal withdrawn by plaintiff. A. S. Hartwell for plaintiff, Kapahu and Aholo for defendant.

Martin & Son vs. Nahoa, Kaanana, Kapoe et al., and Honali.—Cases under the Law of Master and Servant, on ground that contracts were only in Hawaiian language, and anti-dated the Act of 1880, submitted to the opinion of the Court on validity of the contracts. Judgment for defendants, that contracts are invalid. Exceptions noted to Supreme Court in Banco. Castle & Hatch (for S. B. Doie), and Kalaaukane for plaintiffs, Kapahu and Aholo for defendants.

Kalihikili vs. S. Parker.—Ejectment. Case tried last November Term, jury failed to agree, retrial. Point on adverse possession of defendant reserved. Castle & Hatch for plaintiff, Holokahiki for defendant.

Moi vs. Kekaula.—Master and Servant Law. Continued to November Term. Aholo and Kapahu for plaintiff, Kalaaukane for defendant.

Kuikahi vs. Kalinaaka.—Ejectment. Discontinued on payment of costs to defendant. Holokahiki for plaintiff, Castle & Hatch for defendant.

Kokai vs. Lepeka.—Deserting husband. Continued to Waimea Term.

Kaina vs. Kakuini.—Damages on bailment of a horse. Judgment for defendant. J. H. Nawahi for plaintiff, Castle & Hatch for defendant.

Ekekela and Ohikapili vs. Chung Pen.—Tort. Master and Servant case. Motion of defendant to dismiss for misjoinder. Judgment for defendant, Castle & Hatch for plaintiff.

Ayona vs. Kipi, Administrators.—Assumpsit. J. H. Nawahi for plaintiff, O. T. Shipman for defendant.

Hilo Sugar Co. vs. Kuikahi.—Damages. Continued to Waimea. Plaintiffs have leave to amend. Castle & Hatch, and A. S. Hartwell for plaintiffs, E. Preston and Holokahiki for defendant.

Kekaula vs. Ana.—Assumpsit. Judgment for defendant. Aholo and Kalaaukane for plaintiff, J. H. Nawahi for defendant.

Oliver vs. Panaku.—Master and Servant. Appeal of Oliver dismissed.

Costa vs. Kanaa.—Ejectment. Judgment for plaintiff. Castle & Hatch for plaintiff, J. H. Nawahi for defendant.

Notley vs. Boundary Commissioners. Continued to Waimea.

Reeds, Administrators vs. Ayona.—Assumpsit. Settled out of Court.

Six divorces were granted. Ten cases discontinued and five were continued to Waimea.

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NOTICE

IS HEREBY GIVEN THAT I HAVE this day (July 30) sold out all the right, title and interest in the business of Woodlawn Dairy, to Messrs. Tenny and Graham Bros., who will continue the business under the name of "Woodlawn Dairy," commencing August 1, 1881. All accounts against the old firm are requested to be presented without delay to B. F. Dillingham, 37 Fort Street; and all accounts due to Woodlawn Dairy may be paid to the driver of the new firm, or at the office of Dillingham & Co., 37 Fort St. I take this occasion to thank the patrons of Woodlawn Dairy for past favors, and recommend the new firm to the patronage of the public.

B. F. DILLINGHAM.

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CALIFORNIA EXTRA MESS BEEF

Eastern Extra Prime Pork, California Pig Pork

For sale by 841 15 BOLLES & CO

Hawaiian BELL TELEPHONE COMPANY!

INCORPORATED DEC. 30, 1880.

H. A. WIDEMANN.....PRESIDENT
S. G. WILDER.....VICE-PRESIDENT
C. O. BERGER.....SECRETARY AND TREASURER

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pattern, including the celebrated "Blake Transmitter."

We will also furnish estimates to erect private telephonic lines on the other Islands. For particulars, apply to

C. O. BERGER,
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SIZES FROM 1/4 INCH TO 3 INCHES. FOR

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Corner of Fort and Hotel Streets.

The Largest Music Store IN THE KINGDOM.

Weber Pianos, Decker Pianos, Fisher Pianos, Mathesheik Pianos

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Every American Piano.

We can and WILL SELL MUCH CHEAPER than any one can buy the same instrument in San Francisco. We keep constantly in stock most of the LEADING LINES, and POSITIVELY ASSERT that we will sell you a Piano so that you will SAVE from \$50 to \$150 by purchasing of us. If you have a Poor, Cheap, or Old Worn Out Piano, nail this

EXTRAORDINARY OFFER!

OLD PIANOS MADE NEW!

NINETY DAYS OFFER ONLY.

We will during the next ninety days EXCHANGE NEW PIANOS FOR OLD PIANOS! and allow much more than they are worth for them, while we will sell the new piano

AT THE VERY LOWEST CASH PRICE.

ORGANS.

We offer Mason & Hamlin's well-known and justly celebrated make at \$100 to \$150. The Estey Organ, it will be almost unnecessary to speak of, as all lovers of organ music are so well aware of its excellence. This grand instrument we offer for \$125 up to \$950.

We further add a list of Musical Instruments, with the lowest quotation of prices, and we will guarantee to carry out our customers' orders with care, taste and judgment, and with the same regard to economy as if they were present.

MUSICAL INSTRUMENTS.

Guitars.....	\$12 00 to \$75 00	Drums.....	\$ 1 00 to \$35 00
Banjo.....	10 00 to 50 00	Tambourines.....	1 00 to 5 00
Violas.....	5 00 to 30 00	Cornets.....	15 00 to 60 00
Concertinas.....	3 00 to 30 00	Clarionets.....	25 00 to 50 00
Accordeons.....	1 00 to 18 00	Fifes.....	1 50 to 2 00
Flutes.....	2 50 to 15 00	Triangles.....	1 20 to 2 00

VIOLIN ATTACHMENTS:

Violin Bows, Boxes, Resin, Keys, Bridges, Finger Boards, Tail Pieces, Mutes, and [the Finest Imported Strings.

GUITAR AND BANJO ATTACHMENTS:

Patent Screw Heads, Keys, Pegs, and the Finest Imported Strings; Reeds for Clarionets, Drum, Tambourine and Banjo Heads.

Pianos, Organs, and all kinds of Musical Instruments

Tuned and Repaired by a First-Class Workman.

THE NEW AMERICAN SEWING MACHINE

(Recently improved) stands on its own merits. More than \$15,000 worth of these machines have been sold here within the past three years. For family use they are unsurpassed.

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Orders from the other Islands filled with dispatch.

GEO. F. WELLS.

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IN BARRELS

EX BARK "LADY LAMPSON"

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